

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Alonzo Moton, and
Jaedan Moton,

Plaintiffs,

v.

COMPLAINT

COURT FILE NO.20-cv-01201

Park Christian School and
Chris Nellermoe, Individually and
As Principal of Park Christian School,

Defendants.

The Plaintiffs, for the Complaint, states and alleges as follows:

1. The Plaintiff, Alonzo Moton, is an adult individual living in Fargo, North Dakota. He is the father of Jaedan Moton, who is also an adult living in West Fargo, North Dakota.
2. Alonzo Moton and Jaedan Moton are both African-American individuals.
3. Co-Defendant, Park Christian School, is a duly licensed and accredited Private school in Minnesota and is located at 317th Street North, Moorhead, Minnesota 56560.
4. Co-Defendant, Chris Nellermoe, was employed by Park Christian School and acting as Principal of Park Christian School and also pertinent to this Complaint. While acting as Principal of Park Christian School, Chris Nellermoe was acting as an agent of Park Christian School.

5. The Court has jurisdiction over this action pursuant to 28 U.S.C. §1334, 42 U.S.C. §1983 and 42 U.S.C. §1981(1977).

6. In August, 2014, Alonzo Moton filled out an Application to have his son, Jaedan Moton, to attend Park Christian School. The Application was accepted by Park Christian School and Jaedan Moton began the 2014-2015 school year at Park Christian School.

7. Prior to attending Park Christian School in the fall of 2014, Jaedan was attending school in West Fargo. Jaedan Moton was struggling academically at his school in West Fargo, North Dakota.

8. Alonzo Moton, in the summer of 2014, was aware that Jaedan Moton had friends who attended Park Christian School. He was also aware that this school had a good reputation for academic excellence and had a low teacher to student ratio. As a result of this, Alonzo Moton believed it would be beneficial for Jaedan Moton to attend Park Christian School.

9. Jaedan Moton, during the 2014-2015 school year at Park Christian School made several friends with whom he became very close. Two of the closest friends of Jaedan Moton were Tyrell Rodriguez and Connor Kvalvog. Jaedan Moton was not only good friends with these two boys but also participated on the Park Christian basketball team with them.

COUNT I (RACE DISCRIMINATION IN CONTRACT)

10. The Plaintiff realleges Paragraphs 1 through 8 as is stated herein.

11. After Jaedan Moton was enrolled in school at Park Christian School for a few Months, Alonzo Moton was summoned to the school for a meeting. Upon information of belief, Chris Nellermoe had an academic contract drafted that was presented to Alonzo Moton by Michael LeVang.

12. Alonzo Moton was informed that he had to sign the academic contract if he wanted his son to remain as a student at Park Christian School. The academic contract required Jaedan Moton to maintain a certain grade level to remain in school. Alonzo Moton had no alternative but to sign the academic contract since he wanted his son to remain enrolled as a student at Park Christian School.

13. As far as Alonzo Moton was aware, no other students were required to sign such an academic contract. Moreover, no such contract is mandated by the Park Christian School student handbook.

14. Alonzo Moton and his son, Jaedan Moton, were discriminated against by Chris Nellermoe, acting principal and Park Christian School, based upon their race as a result of being forced to enter in to an academic performance contract; an academic performance contract which imposed requirements and standards non contractually imposed upon any other students at Park Christian School.

15. In early 2015, Jaedan Moton was doing very well academically at Park Christian School. Notwithstanding this fact, Alonzo Moton was approached by school officials about the need for another meeting. Alonzo Moton met with school officials and they insisted that he sign another academic progress contract regarding his son, Jaedan Moton. The new contract appeared to be more demanding from an academic standard

than the first contract.

16. Upon information of belief, the second academic contract presented to Alonzo Moton was prepared at the direction of Chris Nellermoe, principal at Park Christian School.

17. Alonzo Moton refused to sign the second academic contract presented to him by Park Christian School officials.

18. Prior to end of the 2014-2015 school year, Alonzo Moton and Jaedan Moton were notified by Park Christian School officials that Jaedan Moton's enrollment at Park Christian School would be terminated for no legitimate reason at the conclusion of the 2014-2015 school year.

19. Upon information of belief, the notice of termination was drafted and sent out at the direction of Chris Nellermoe, acting principal for Park Christian School.

20. Because there was no legitimate reason for Jaedan Moton to have his enrollment at Park Christian School terminated, the termination notice given to the Plaintiffs was malicious and oppressive.

21. Both Alonzo Moton and Jaedan Moton suffered unnecessary embarrassment and emotional distress as a result of the termination of Jaedan Moton's enrollment at Park Christian School. As a result of suffering emotional distress and embarrassment, the Plaintiffs were damaged in an amount in excess of \$75,000.00.

WHEREFORE, the Plaintiffs, Alonzo Moton and Jaedan Moton, demand judgment against the Co-Defendants jointly and severally for compensatory damages in excess of \$75,000.00; the exact amount to be proven at the time of trial. The Plaintiffs demand punitive damages, as applicable, against the Co-Defendants jointly and severally,

in an amount in excess of \$75,000.00; the exact amount to be proven at the time of trial. The Plaintiffs demand such other and further relief as to the Court may seem just and equitable including, but not limited to, reasonable attorney's fees and costs.

Dated: May 19, 2020

/s/ Kevin T. Duffy

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